



The Department of General Services
Food Truck Contract Agreement

Vendor/Organization Name: _____

Address: _____

Contact: _____ Title: _____

E-mail Address: _____ Telephone Number: _____

PARTIES: The parties to this contract are the Vendor/Organization, herein referred to as "Vendor", the Department of General Services (DGS), herein referred to as "DGS", and the Department of Human Resource Management (DHRM), herein referred to as "DHRM". Additionally, "DGS" and "DHRM" jointly are referred to as the Commonwealth of Virginia, herein referred to as "COV"

SCOPE OF WORK: Vendor provides food truck series as part of COV's OnTheSquareVA and OnTheSquare-Anywhere employee engagement program. The Vendor shall comply will all responsibilities as set forth in this document.

ANTICIPATED DURATION: Wednesdays From May 1, 2019 through October 30, 2019.

In compliance with this contract and all conditions imposed herein, the undersigned Vendor hereby offers and agrees to furnish all goods and services required by this contract, and the undersigned vendor hereby certifies that all information provided is true, correct, and complete. Additionally, by signing this contract, the vendor certifies that they are in compliance with all applicable licenses, laws, and requirements to operate as a food truck vendor in the State of Virginia and the City of Richmond. If asked, the vendor shall provide to DGS or DHRM copies of required licenses.

Acceptance:

By: _____
(Signature In Ink)

Name: _____
(Please Print)

Title: _____

Date: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a vendor because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Vendor Responsibilities:

1. Vendor shall have executed this contract and uploaded it in StreetFoodFinder.com prior to reserving a date(s) and must bring a copy of the signed contract to the first event they attend. Vendor can only attend on their confirmed booked dates in StreetFoodFinder.com for the OnTheSquare Lawn Hotspot.
2. Vendor shall be responsible for the collection, reporting and payment of all Virginia, local and federal sales taxes related to products sold at the event. Vendor shall have prominently posted for viewing for all customers and visitors at the event all inspection grades for the food truck, along with the name, address and telephone number of the food truck owner, operator, permit holder or operating business.
3. Vendor shall accept all liability for food and beverages served and shall certify that they are operating separately from COV.
4. Vendor shall provide a menu of all available items for purchase with the price of said item.
5. Vendors who need to cancel, shall cancel within 48 hours and should provide an eligible substitute vendor. All substitute vendors must have a signed contract with the Commonwealth for the event. Cancellation without 24 hours' notice may result in the vendor being excluded from future events.
6. COV reserves the right to cancel any contract upon receipt of notice for violation of contract terms.
7. Vendor shall check in with a COV representative prior to setting up. Vendor shall comply with COV representative for access to the event location.
8. Vendor shall park food truck in area assigned to vendor upon arrival. Food truck positioning in event location will be on a first-come, first-park basis, no exceptions. Any other vehicles will need to be parked in public parking and shall not use state-owned parking spots.
9. Vendor shall arrive no earlier than 9:30 a.m. and be in place by 10:45 a.m. on specified days. Vendors will be assigned a space upon arrival and be fully set up and ready to serve food by 11 a.m. Vendor shall leave no later than 2:30 p.m. on the event day when the event is scheduled to end at 1:30 p.m.
10. Electrical connections and water will not be available. Vendors shall provide their own power source and water necessary for operation.
11. Vendor shall keep music to a minimum in designated location.
12. Vendor shall take all trash with them at the end of their assigned time slot.

COV Responsibilities.

1. COV will provide access credentials for confirmed vendors one week before scheduled date of Event.
2. COV will provide an on-site staff member to contact during the event for guidance and questions.
3. COV will provide event location upon registration.

TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the vendor in whole or in part without the written consent of the Commonwealth.
- D. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award.
 2. COV may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed and the place of delivery. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify COV of the adjustment to be sought, and before proceeding to comply with the notice, shall await the COV's written decision affirming, modifying, or revoking the prior written notice.
- E. **INSURANCE:** By signing this contract the vendor certifies that it has the following insurance coverage.
- MINIMUM INSURANCE COVERAGES AND LIMITS:**
1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
 4. Automobile Liability - \$1,000,000 combined single limit.

- F. **INDEMNIFICATION:** Vendor agrees to indemnify the Commonwealth of Virginia, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the vendor/any services of any kind or nature furnished by the vendor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the vendor on the materials, goods or equipment delivered.
- G. **INSPECTION OF JOB SITE:** My signature on this contract constitutes certification that I have inspected the event location and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- H. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the vendor's expense.